

EXHIBIT A

Hearing Date: March 22, 2007
Time: 10:00 a.m.
Objection Deadline: March 13, 2007
Time: 4:00 pm.

BUCHANAN INGERSOLL & ROONEY PC
One Chase Manhattan Plaza
New York, New York 10005
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Susan P. Persichilli, Esq. (SP- 0368)

*Attorneys for ATEL Leasing Corporation,
as agent for Eireann II, CAI-UBK Equipment,
CAI-ALJ Equipment, II BU de Mexico
S.A. de C.V. and Eireann III*

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

	X
In re:	:
DELPHI CORPORATION, <u>et al.</u> ,	:
Debtors.	:
	X

**NOTICE OF HEARING OF MOTION OF ATEL LEASING CORPORATION
(A) FOR ALLOWANCE AND PAYMENT OF OUTSTANDING
POST-PETITION AMOUNTS AS AN ADMINISTRATIVE EXPENSE CLAIM;
(B) TO COMPEL ASSUMPTION OR REJECTION OF UNEXPIRED LEASE;
AND (C) FOR IMMEDIATE TURNOVER OF EQUIPMENT UPON REJECTION**

PLEASE TAKE NOTICE, that upon the attached motion (the "Motion") of ATEL Leasing Corporation ("ATEL") as agent for: (i) Eireann II, a division of ATEL Transatlantic Investors, Inc. ("ATI"), (ii) CAI-UBK Equipment, a division of ATI, (iii) CAI-ALJ Equipment , a division of ATI, (iv) II Bu de Mexico S.A. de C.V., and (v) Eireann III, a division of ATEL Transatlantic Investors II, Inc. (collectively, the "Lessors"), ATEL, by and through its counsel,

Buchanan Ingersoll & Rooney PC, ATEL will move before the Honorable Robert D. Drain., in his courtroom located at the United States Bankruptcy Court for the Southern District of New York, One Bowling Green, New York, New York 10004, Room 610 at 10:00 a.m. on March 22, 2007 or as soon as counsel may be heard (the "Hearing"), for the entry of an Order (i) allowing the outstanding post-petition payments as an administrative expense claim and directing Delphi Corporation (an above-referenced "Debtor") to pay the outstanding post-petition payments immediately and remain current with its post-petition obligations to the Lessors; (ii) compelling the Debtor to assume or reject the Leases; (iii) directing the Debtor to turnover the Equipment immediately upon rejection.; and (iii) awarding such other and further relief as the Court deems just and proper.

PLEASE TAKE FURTHER NOTICE that any responses or objections to the Motion must be in writing, shall conform to the Federal Rules of Bankruptcy Procedure, the Local Rules of Bankruptcy Court for the Southern District of New York, and the Amended Eighth Supplemental Order Under 11 U.S.C. §§102(1) and 105 and Fed.R.Bankr.P.2002(m), 9006, 9007, and 9014 Establishing Omnibus Hearing Dates and Certain Notice, Case Management, and Administrative Procedures, entered by this Court on October 26, 2006 (the "Amended Eighth Supplemental Case Management Order") (Docket No. 5418), (c) shall be filed with the Bankruptcy Court electronically in accordance with General Order M-242 (as amended), by registered users of the Bankruptcy Court's case filing system, and by all other parties in interest, on a 3.5 inch disk, preferably in Portable Document Format (PDF), WordPerfect or any other Windows-based word processing format, (d) be submitted in hard-copy form directly to the chambers of the Honorable Robert D. Drain, United States Bankruptcy Judge, and (e) be served upon, (i) Buchanan Ingersoll & Rooney PC, One Chase Manhattan Plaza, 35th Floor, New York, NY 10007, (ii) Delphi Corporation, 5725 Delphi Drive, Troy, Michigan 48098 (Attn: General Counsel); (iii) counsel to the Debtors, Skadden, Arps, Slate, Meagher & Flom LLP, 333 West Wacker Drive, Suite 2100, Chicago, IL 60606 (Attn: John Wm. Butler, Jr., (iv) counsel for the agent under the post-petition credit facility, Davis Polk & Wardwell,

450 Lexington Avenue, New York, New York 10017 (Attn: Donald Bernstein and Brian Resnick), (v) counsel for the Official Committee of Unsecured Creditors, Latham & Watkins LLP, 885 Third Avenue, New York, New York 10022 (Attn: Robert J. Rosenberg and Mark A. Broude), (vi) counsel for the Official Committee of Equity Security Holders, Fried, Frank, Harris, Shriver & Jacobson LLP, One New York Plaza, New York 10004 (Attn: Bonnie Steingart) and (vii) the Office of the United States Trustee for the Southern District of New York, 33 Whitehall Street, Suite 2100, New York, New York 10004 (Attn: Alicia M. Leonhard) in each case so as to be received no later than 4:00 p.m. (Prevailing Eastern Time) on March 22, 2007 (the "Objection Deadline").

PLEASE TAKE FURTHER NOTICE that only those objections made as set forth herein and in accordance with the Amended Eighth Supplemental Case Management Order will be considered by the Bankruptcy Court at the Hearing. If no objections to the Motion are timely filed and served in accordance with the procedures set forth herein and in the Amended Eighth Supplemental Case Management Order, the Bankruptcy Court may enter an order granting the Motion without further notice.

DATED: New York, New York
February 19, 2007

Respectfully submitted,

BUCHANAN INGERSOLL & ROONEY PC

/s/ Susan P. Persichilli
Susan P. Persichilli, Esq. (SP - 0368)
One Chase Manhattan Plaza - 35th Floor
New York, NY 10005
(212) 440-4400 (Telephone)
(212) 440-4401 (Facsimile)

To: The Parties on the Attached Service List

Hearing Date: March 22, 2007
Time: 10:00 am
Objection Deadline: March 13, 2007
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*Attorneys for ATEL Leasing Corporation,
as agent for Eireann II, CAI-UBK Equipment,
CAI-ALJ Equipment, II BU de Mexico
S.A. de C.V. and Eireann III*

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----	X
In re:	:
	: Chapter 11
DELPHI CORPORATION, <u>et al.</u> ,	:
	: Case No. -05-44481 (RDD)
Debtors.	:
	: (Jointly Administered)
-----	X

**MOTION OF ATEL LEASING CORPORATION
(A) FOR ALLOWANCE AND PAYMENT OF OUTSTANDING
POST-PETITION AMOUNTS AS AN ADMINISTRATIVE EXPENSE CLAIM;
(B) TO COMPEL ASSUMPTION OR REJECTION OF UNEXPIRED LEASE;
AND (C) FOR IMMEDIATE TURNOVER OF EQUIPMENT UPON REJECTION**

ATEL Leasing Corporation ("ATEL") as agent for: (i) Eireann II, a division of ATEL Transatlantic Investors, Inc. ("ATI"), (ii) CAI-UBK Equipment, a division of ATI, (iii) CAI-ALJ Equipment, a division of ATI, (iv) II Bu de Mexico S.A. de C.V., and (v) Eireann III, a division of ATEL Transatlantic Investors II, Inc. (collectively, the "Lessors"), by and through its counsel, Buchanan Ingersoll & Rooney PC, hereby respectfully submits this Motion for an Order (i) allowing the outstanding post-petition payments as an administrative expense claim and directing Delphi

Corporation (an above-referenced "Debtor") to pay the outstanding post-petition payments immediately and remain current with its post-petition obligations to the Lessors; (ii) compelling the Debtor to assume or reject the Leases (as such term is hereinafter defined); and (iii) directing the Debtor to turnover the Equipment immediately upon rejection. In support of the Motion, the Lessors state as follows:

INTRODUCTION

1. By this Motion, ATEL seeks the entry of an Order (i) allowing the outstanding post-petition payments as an administrative expense claim and directing the Debtor to pay the outstanding post-petition payments immediately and remain current with its post-petition obligations to the Lessors; (ii) compelling the Debtor to assume or reject the Leases (as such term is hereinafter defined); and (iii) directing the Debtor to turnover the Equipment immediately upon rejection. The sixty-day period under 11 U.S.C. § 365(d)(5) expired on December 8, 2005. The Debtor has failed to pay certain post-petition obligations under the Leases to the Lessors as such obligations came due. Upon information and belief, the Debtor is using the Equipment (as such term is hereinafter defined) without remaining current with its post-petition obligations under the Leases and providing adequate protection to the Lessors.

BACKGROUND

2. Pursuant to a certain Master Lease Agreement, dated as of May 1, 1995, the Debtor's former owner, General Motors Corporation ("GMC"), entered into a Master Lease Agreement ("MLA-First American") with First American Capital Management Group, Inc. ("First American"). *See Affidavit of Russell H. Wilder in support of the Motion sworn to on February 1, 2007 ("Wilder Affidavit") at paragraph 3.*

3. Pursuant to a certain Master Lease Agreement, dated as of August 19, 1997, Debtor's former owner, GMC entered into a Master Lease Agreement ("MLA-American Finance") with

American Finance Group, Inc. ("American Finance"). *See Wilder Affidavit at paragraph 4.*

4. Pursuant to the MLA-American Finance and MLA-First American master lease agreements, GMC entered into numerous Equipment Schedules (the Equipment Schedules, as they incorporate by reference all of the terms and conditions of the two Master Lease Agreements described herein, are hereinafter known as the "Leases"), regarding certain equipment, all with related equipment, attachments and accessories as set forth in the Leases (the "Equipment"). *See Wilder Affidavit at paragraph 5.*

5. GMC accepted delivery of the Equipment subject to the aforementioned Equipment Schedules and commenced making payment to First American and American Finance under the terms and conditions of the Leases. *See Wilder Affidavit at paragraph 6.*

6. Upon information and belief, pursuant to one or more assignments, the Debtor was assigned GMC's interests as Lessee under the Leases. Pursuant to various other assignments, the interests of American Finance and First American, as Lessors under their respective Leases, were assigned to one of the Lessors, with ATEL acting as agent for each Lessor. As a result of the assignments the Lessors became holder of the Leases. *See Wilder Affidavit at paragraph 7.*

7. On October 8, 2005, and subsequently, on October 14, 2005 (collectively, the "Filing Date"), the Debtor and certain of its subsidiaries and affiliates filed for relief under chapter 11 of title 11 of the United States Code, as amended (the "Bankruptcy Code").

8. The Debtor has failed to perform its obligations under the Leases, by among other things, failing to pay post-petition rents due under the Leases, as required under section 365(d) (5) of the Bankruptcy Code. Specifically, the Debtor has failed to make the rental installments due as set forth on the Schedule attached as Exhibit D. *See Wilder Affidavit at paragraph 8.*

9. In addition, as set forth on Exhibit D, certain property and use taxes remain outstanding under the Leases. *See Wilder Affidavit at paragraph 9.*

10. ATEL has also incurred certain post-petition attorneys' fees and costs in connection with this bankruptcy case. *See Wilder Affidavit at paragraph 10.*

11. Notwithstanding the Debtor's default under the Leases, upon information and belief, the Debtor remains in possession of the Equipment, and is using the Equipment in the operation of its businesses. *See Wilder Affidavit at paragraph 11.*

12. On or about November 28, 2006, Buchanan Ingersoll & Rooney PC, on behalf of ATEL, send a letter to the Debtor's counsel, advising that the Debtors have failed to perform their obligations under the Leases and demanding that the Debtors meet their obligations under the Leases. Debtor's counsel never responded to the letter. A copy of the letter is attached hereto as Exhibit 1.

BASIS FOR RELIEF

13. Section 365(d)(5) of the Bankruptcy Code provides in relevant part:

The Trustee shall timely perform all of the obligations of the debtor, except those specified in section 365(b)(2), first arising from or after 60 days after the order for relief in a case under chapter 11 of this title under an unexpired lease of personal property . . . , until such lease is assumed or rejected notwithstanding section 503(b)(1) of this title. The court may extend, for cause, the time for performance of any such obligation that arises within 60 days after the date of the order for relief, but the time for performance shall not be extended beyond such 60-day period...

14. The sixty-day period set forth in section 365(d)(5) of the Bankruptcy Code expired on December 8, 2005 -- more than twelve months ago. The Debtor has failed to make certain post-petition payments to the Lessors in accordance with the Leases. As such, the Debtor has failed to comply with the statutory requirement that the Debtor must "timely perform all of the obligations" under the Leases upon the expiration of an initial 60-day post filing period. *See 11U. S.C. § 365(d)(5).*

15. For the reasons set forth herein, ATEL seeks the entry of an Order (i) allowing the

outstanding post-petition payments as an administrative expense claim and directing the Debtor to pay the outstanding post-petition payments immediately and remain current with its post-petition obligations to the Lessors; (ii) compelling the Debtor to assume or reject the Leases; and (iii) directing the Debtor to turnover the Equipment immediately upon rejection.

CONCLUSION

16. For the foregoing reasons, ATEL respectfully request entry of an Order consistent with the relief sought herein and granting such other relief as is just and proper.

Dated: New York, New York
February 19, 2007

Respectfully submitted,

BUCHANAN INGERSOLL & ROONEY PC
*Attorneys for ATEL Leasing Corporation as agent
for Eireann II, CAI-UBK Equipment,
CAI-ALJ Equipment, II BU de Mexico
S.A. de C.V. and Eireann III*

By: /s/ Susan P. Persichilli
Susan P. Persichilli, Esq. (SP - 0368)

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EXHIBIT 1

Buchanan Ingersoll & Rooney PC
Attorneys & Government Relations Professionals

Susan P. Persichilli
212 440 4481
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November 28, 2006

**VIA ELECTRONIC MAIL
AND REGULAR MAIL**

John K. Lyons, Esq.
Skadden, Arps, Slate, Meagher & Flom LLP
333 W. Wacker Drive
Chicago, IL 60606

Re: In re: Delphi Corporation, *et al.* (the "Debtors")
Chapter 11 Case 05-44481 (RDD)

Dear Mr. Lyons:

We represent ATEL Leasing Corporation ("ATEL") as agent for: (i) Eireann II, a division of ATEL Transatlantic Investors, Inc. ("ATI"), (ii) CAI-UBK Equipment, a division of ATI, (iii) CAI-ALJ Equipment, a division of ATI, (iv) II Bu de Mexico S.A. de C.V., and (v) Eireann III, a division of ATEL Transatlantic Investors II, Inc. (collectively, the "Lessors") in connection with the above-referenced Chapter 11 Cases.

Debtors' former owner, General Motors Corporation ("GMC") entered into (i) that certain Master Lease Agreement, dated as of August 19, 1997, ("MLA-American Finance"), with American Finance Group, Inc. ("American Finance"), and (ii) that certain Master Lease Agreement, dated as of May 1, 1995, ("MLA-First American") with First American Capital Management Group, Inc. ("First American"). Pursuant to the MLA-American Finance and MLA-First American master lease agreements, GMC entered into numerous Equipment Schedules (the Equipment Schedules, as they incorporate by reference all of the terms and conditions of the two Master Lease Agreements described herein, are hereinafter known as the "Leases"), regarding certain equipment, all with related equipment, attachments and accessories as set forth in the Leases (the "Equipment").

Pursuant to one or more assignments, the Debtors were assigned GMC's interests as Lessee under the Leases. Pursuant to various other assignments, the interests of American Finance and First American, as Lessors under their respective Leases, were assigned to one of the Lessors, with ATEL acting as agent for the Lessors.

November 28, 2006

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Please be advised that the Debtors have failed to perform their obligations under the Leases, by among other thing, failing to pay post-petition rents due thereunder, as required under section 365(d)(5) of title 11 of the United States Code, as amended (the "Bankruptcy Code").¹ Accordingly, ATEL, on behalf of the Lessors, demands that the Debtors immediately meet their obligations under the Leases.

In the event, the Debtors fail to make the post-petition rent payments due under the Leases on or before December 8, 2006, ATEL hereby reserves its rights and remedies, including, its rights to move for an order compelling the assumption or rejection of the Leases and/or adequate protection for the use of the Equipment.

Very truly yours,

Susan P. Persichilli

Enclosure

cc: Lissa Diaz, Esq.
ATEL Leasing Corporation

¹ Attached is a Schedule of the Leases together with the post-petition and pre-petitions amounts due thereunder.

Cust. No.	Customer Name	Asset#	InvNo.	InvDate	Inv.Amt	Inv.Due	TranCode	Pre-Petition Amount Due	Post-Petition Amount Due	[CUTOFF DATE = 10/22/2010]	
										1-PRE-2-POST	1-PRE-2-POST
58009	DELPHI CORPORATION	68DELPOA-2R2	7491	68000086329	8/26/05	10/1/05	8,745.96	8,745.96	8,745.96		
68009	DELPHI CORPORATION	68DELPOA-2R2	750	68000086329	8/26/05	10/1/05	8,745.96	8,745.96	8,745.96		
68009	DELPHI CORPORATION	68DELPOA-2R2	751	68000086329	8/26/05	10/1/05	5,452.70	5,452.70	5,452.70		
68009	DELPHI CORPORATION	68DELPOA-2R2	752	68000086329	8/26/05	10/1/05	5,452.69	5,452.69	5,452.69		
68009	DELPHI CORPORATION	68DELPOA-2R2	753	68000086329	8/26/05	10/1/05	5,452.69	5,452.69	5,452.69		
68009	DELPHI CORPORATION	68DELPOA-3R1	754	68000086329	8/26/05	10/1/05	8,860.00	8,860.00	8,860.00		
68009	DELPHI CORPORATION	68DELPOA-4R3	755	68000086329	8/26/05	10/1/05	5,335.00	5,335.00	5,335.00		
68009	DELPHI CORPORATION	68DELPOA-5R3	756	68000086329	8/26/05	10/1/05	9,275.00	9,275.00	9,275.00		
78019	G M POWERTRAIN GROUP	70GMC0015001RIA	0	700014752	7/26/06	9/30/06	171.95	171.95	171.95		
78019	G M POWERTRAIN GROUP	70GMC0018301	0	700014754	7/26/06	9/30/06	144.91	144.91	144.91		
78019	G M POWERTRAIN GROUP	70GMC0018301	0	700014757	8/28/06	10/30/06	144.91	144.91	144.91		
78019	G M POWERTRAIN GROUP	70GMC0018302	0	700014755	7/26/06	9/30/06	667.26	667.26	667.26		
78019	G M POWERTRAIN GROUP	70GMC0018302	0	700014768	8/28/06	10/30/06	667.26	667.26	667.26		
78019	G M POWERTRAIN GROUP	70GMC001501-RI	0	700014773	8/28/06	10/31/06	219.02	219.02	219.02		
78019	G M POWERTRAIN GROUP	70GMC0047301RIA	0	700014779	8/28/06	10/30/06	594.61	594.61	594.61		
78019	G M POWERTRAIN GROUP	70GMC0048602R1	0	700017233	9/28/04	11/30/04	3,474.30	3,474.30	3,474.30		
78019	G M POWERTRAIN GROUP	70GMC0048602R1	0	700012827	10/27/04	12/30/04	3,474.30	3,474.30	3,474.30		
78019	G M POWERTRAIN GROUP	70GMC0048602R2	0	700013259	9/28/05	11/30/05	1,370.00	1,370.00	1,370.00		
78019	G M POWERTRAIN GROUP	70GMC0048602R2	0	700014758	7/26/06	9/30/06	1,370.00	1,370.00	1,370.00		
78019	G M POWERTRAIN GROUP	70GMC0048602R2	0	700014774	8/28/06	10/31/06	1,370.00	1,370.00	1,370.00		
78018	GENERAL MOTORS CORPORATION	70GMCO084001RIB	0	700014591	3/29/06	6/28/06	1,692.72	554.86	554.86		
78018	GENERAL MOTORS CORPORATION	70GMCO084001RIB	0	700014712	5/25/06	7/28/06	1,692.72	554.86	554.86		
78018	GENERAL MOTORS CORPORATION	70GMCO084001RIB	0	700014730	6/28/06	8/28/06	832.29	554.86	554.86		
78018	GENERAL MOTORS CORPORATION	70GMCO084001RIB	0	700014748	7/26/06	9/28/06	277.43	277.43	277.43		
78018	GENERAL MOTORS CORPORATION	70GMCO084001RIB	0	700014748	7/26/06	9/28/06	554.86	554.86	554.86		
78018	GENERAL MOTORS CORPORATION	70GMCO084001RIB	0	700014764	8/28/06	10/28/06	277.43	277.43	277.43		
78018	GENERAL MOTORS CORPORATION	70GMCO084001RIB	0	700014764	8/28/06	10/28/06	554.86	554.86	554.86		
78018	GENERAL MOTORS CORPORATION	70GMCO084101	0	700014713	6/28/06	8/28/06	832.29	554.86	554.86		
78018	GENERAL MOTORS CORPORATION	70GMCO084101	0	700014749	7/26/06	9/28/06	277.43	277.43	277.43		
78018	GENERAL MOTORS CORPORATION	70GMCO084101	0	700014765	8/28/06	10/28/06	554.86	554.86	554.86		
78018	GENERAL MOTORS CORPORATION	75GMCO0072001	0	7500083146	8/28/06	10/31/06	425.35	425.35	425.35		
78018	GENERAL MOTORS CORPORATION	75GMCO0072002	0	750008447	8/28/06	10/31/06	850.70	850.70	850.70		
78018	GENERAL MOTORS CORPORATION	75GMCO0076301	0	7500085116	7/26/06	9/30/06	505.98	505.98	505.98		
78018	GENERAL MOTORS CORPORATION	75GMCO0077201	0	7500083117	7/26/06	9/30/06	505.98	505.98	505.98		
78018	GENERAL MOTORS CORPORATION	75GMCO0077201	0	7500081317	8/28/06	10/30/06	177.47	177.47	177.47		
78018	GENERAL MOTORS CORPORATION	75GMCO0077501RIA	0	7500085676	9/28/06	11/30/05	188.27	43.30	43.30		
78018	GENERAL MOTORS CORPORATION	75GMCO0077501RIA	0	750008138	8/28/06	10/30/06	188.27	188.27	188.27		
78018	GENERAL MOTORS CORPORATION	75GMCO0078801	0	7500087594	12/27/05	2/28/06	644.37	644.37	644.37		
78018	GENERAL MOTORS CORPORATION	75GMCO0078801	0	7500087594	1/26/06	3/31/06	644.37	644.37	644.37		
78018	GENERAL MOTORS CORPORATION	75GMCO0078801	0	7500087597	1/30/06	4/30/06	644.37	644.37	644.37		
78018	GENERAL MOTORS CORPORATION	75GMCO0078801	0	750008029	3/29/06	5/31/06	644.37	644.37	644.37		
78018	GENERAL MOTORS CORPORATION	75GMCO0078801	0	750008029	3/29/06	6/30/06	644.37	644.37	644.37		
78018	GENERAL MOTORS CORPORATION	75GMCO0078801	0	750008029	5/25/06	7/31/06	644.37	644.37	644.37		
78018	GENERAL MOTORS CORPORATION	75GMCO0078801	0	750008029	5/25/06	8/31/06	644.37	644.37	644.37		
78018	GENERAL MOTORS CORPORATION	75GMCO0078801	0	750008029	5/25/06	9/30/06	644.37	644.37	644.37		
78018	GENERAL MOTORS CORPORATION	75GMCO0078803	0	750008645	1/26/06	3/31/06	983.06	983.06	983.06		
78018	GENERAL MOTORS CORPORATION	75GMCO0078803	0	750008648	3/29/06	6/30/06	632.08	632.08	632.08		
78018	GENERAL MOTORS CORPORATION	75GMCO0078803	0	750008078	5/25/06	7/31/06	632.08	632.08	632.08		

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*Attorneys for ATEL Leasing Corporation,
as agent for Eireann II, CAI-UBK Equipment,
CAI-ALJ Equipment, II BU de Mexico
S.A. de C.V. and Eireann III*

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

----- X
In re : Chapter 11
: Case No. -05-44481 (RDD)
DELPHI CORPORATION, et al., :
: (Jointly Administered)
Debtors. :
----- X

**AFFIDAVIT IN SUPPORT OF MOTION OF ATEL LEASING CORPORATION
(A) FOR ALLOWANCE AND PAYMENT OF OUTSTANDING
POST-PETITION AMOUNTS AS AN ADMINISTRATIVE EXPENSE CLAIM;
(B) TO COMPEL ASSUMPTION OR REJECTION OF UNEXPIRED LEASE;
AND (C) FOR IMMEDIATE TURNOVER OF EQUIPMENT UPON REJECTION**

STATE OF CALIFORNIA)
) ss:
COUNTY OF SAN FRANCISCO)

Russell H. Wilder, being duly sworn deposes and says:

1. I am the Executive Vice President and Chief Credit Officer for ATEL Leasing Corporation ("ATEL") and am familiar with the account records and the events as they are described below.

2. I submit this affidavit in further support of ATEL's Motion (the "Motion") for an Order (i) allowing the outstanding post-petition payments as an administrative expense claim and directing Delphi Corporation (an above-referenced "Debtor") to pay the outstanding post-petition payments immediately and remain current with its post-petition obligations to the Lessors; (ii) compelling the Debtor to assume or reject the Leases (as such term is hereinafter defined); and (iii) directing the Debtor to turnover the Equipment immediately upon rejection. . My statements in Paragraphs 3 through 9 herein as to various contracts and amounts owing thereunder are based upon my review of documents and other records in the possession of ATEL.

3. Pursuant to a certain Master Lease Agreement, dated as of May 1, 1995, the Debtor's former owner, General Motors Corporation ("GMC"), entered into a Master Lease Agreement ("MLA-First American") with First American Capital Management Group, Inc. ("First American"). A copy of the MLA-First American is attached as Exhibit A.

4. Pursuant to a certain Master Lease Agreement, dated as of August 19, 1997, the Debtor's former owner, GMC entered into a Master Lease Agreement ("MLA-American Finance") with American Finance Group, Inc. ("American Finance"). A copy of the MLA-American Finance is attached as Exhibit B.

5. Pursuant to the MLA-American Finance and MLA-First American master lease agreements, GMC entered into numerous Equipment Schedules (the Equipment Schedules, as they incorporate by reference all of the terms and conditions of the two Master Lease Agreements described herein, are hereinafter known as the "Leases"), regarding certain equipment, all with related equipment, attachments and accessories as set forth in the Leases (the "Equipment"). A copy of the Equipment Schedules is attached as Exhibit C.

6. GMC accepted delivery of the Equipment subject to the aforementioned Equipment Schedules and commenced making payments as required under the terms and conditions of the Leases.

7. Upon information and belief, pursuant to one or more assignments, the Debtor was assigned GMC's interests as Lessee under the Leases. Pursuant to various other assignments, the interests of American Finance and First American, as Lessors under their respective Leases, were assigned to one of the Lessors, with ATEL acting as agent for each Lessor. As a result of the assignments the Lessors became holder of the Leases.

8. The Debtor has failed to perform its obligations under the Leases, by among other things, failing to pay post-petition rents due under the Leases. Specifically, the Debtor has failed to make the rental installments due as set forth on the Schedule attached as Exhibit D.

9. In addition, as set forth on Exhibit D, certain property and use taxes remain outstanding under the Leases.

10. ATEL has also incurred certain post-petition attorneys' fees and costs in connection with this bankruptcy case.

11. Notwithstanding the Debtor's default under the Leases, upon information and belief, the Debtor remains in possession of the Equipment, and is using the Equipment in the operation of its businesses.

12. Accordingly, for the reasons set forth herein and for those set forth in the accompanying Motion, ATEL respectfully request entry of an Order consistent with the relief sought in the Motion and granting such other relief as is just and proper.

/s/ Russell H. Wilder
RUSSELL H. WILDER

Sworn to before me this
1st day of February, 2007

/s/ Noemi Ramos
Noemi Ramos
Notary Public - California
Commission #1443704
San Francisco County
Commission Expires October 5, 2007

EXHIBIT A

ORIGIN

MASTER LEASE AGREEMENT

THIS MASTER LEASE AGREEMENT, dated as of May 1, 1995 ("Agreement"), is between General Motors Corporation, Divisions corporation organized and existing under the laws of the State of Delaware, with an office at 902 East Hamilton Avenue Flint, MI 48550 (hereinafter called, together with its successors and assigns, if any, "Lessee"), and First American Capital Management Group, Inc., a corporation organized and existing under the laws of the State of Minnesota, with an office at 2330 Sioux Trail N.W. Prior Lake, MN 55372, (hereinafter called, together with its successors and assigns, if any, "Lessor").

WITNESSETH:

I. LEASING:

(a) Subject to the terms and conditions set forth below, Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, the equipment ("Equipment") described in Annex A to any schedule attached hereto or made a part hereof ("Schedule"). Terms defined in a Schedule and not defined herein shall have the meanings contained in such Schedule.

(b) The obligation of Lessor to purchase Equipment from the manufacturer or supplier thereof ("Supplier") and to lease the same to Lessee under any Schedule shall be subject to receipt by Lessor, prior to the Lease Commencement Date (with respect to such Equipment), of each of the following documents in form and substance satisfactory to Lessor: (i) a Schedule relating to the Equipment, (ii) a Purchase Order Assignment and Consent in the form of Annex B to the applicable Schedule, unless Lessor shall have delivered its purchase order for such Equipment, (iii) evidence of insurance which complies with the requirements of Section IX, and (iv) such other documents as Lessor may reasonably request. As a further condition to such obligations of Lessor, Lessee shall, upon delivery of such Equipment (but not later than the Last Delivery Date specified in the applicable Schedule) execute and deliver or have delivered to Lessor a Certificate (in the form of Annex C to the applicable Schedule) covering such Equipment, and deliver or have delivered to Lessor a bill of sale therefor (in form and substance satisfactory to Lessor). Lessor hereby appoints Lessee as its agent for inspection and acceptance of the Equipment from the Supplier. Upon execution by Lessee of such Certificate, the Equipment described thereon shall be deemed to have been delivered to, and received and irrevocably accepted by, Lessee, as between Lessee and Lessor only, for lease hereunder. It is understood that such Certificate does not limit any rights Lessee may have against the Supplier.

II. TERM, RENT, AND PAYMENT:

(a) The rent payable hereunder and Lessee's right to use the Equipment shall commence on the date of execution by Lessee of the Certificate (in the form of Annex C to the applicable Schedule) for such Equipment ("Lease Commencement Date"). The term of this Agreement shall be the period specified in the applicable Schedule. If any term is extended, the word "term" shall be deemed to refer to all extended terms, and all provisions of this Agreement shall apply during any extended terms, except as otherwise agreed to in writing.

(b) Rent shall be paid to Lessor at its address stated above, except as otherwise directed by Lessor. Payments of rent shall be in accordance with the provisions of the applicable Schedule. If Advance Rentals are payable, such Advance Rental shall be (i) set forth on the applicable Schedule, (ii) due upon acceptance by Lessor of such Schedule, and (iii) when received by Lessor, applied to the first rent payment and the balance, if any, to the final rental payment(s) under such Schedule. In no event shall any Advance Rental or any other rent payments be refunded to Lessee. If rent is not paid within ten (10) days of its due date, Lessee agrees to pay a late charge of one cent (\$.01) per dollar on, and in addition to, the amount of such rent but not exceeding the lawful maximum, if any.